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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF MARIN  
11

12 CHURCH OF SCIENTOLOGY INTERNATIONAL, )  
a California not-for-profit )  
13 religious corporation, )

14 Plaintiff, )

15 vs. )

16 GERALD ARMSTRONG; MICHAEL WALTON; )  
THE GERALD ARMSTRONG CORPORATION, )  
17 a California for-profit )  
corporation; DOES 1 through 100, )  
18 inclusive, )

19 Defendants. )  
20

No. 157 680

ARMSTRONG'S OPPOSITION TO  
MOTION TO COMPEL FURTHER  
DEPOSITION RESPONSES

Date: 1/27/95  
Time: 1400  
Dept: Discovery Referee  
Trial Date: May 18, 1995

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25 confirmed copy  
26 to Benz  
27 1/20/95 JH  
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19 Defendants. ) Date: 1/27/95  
 ) Time: 1400  
 ) Dept: Discovery Referee  
20 Trial Date: May 18, 1995

21 I. **SCIENTOLOGY'S MOTION IS PROCEDURALLY**  
22 **INADEQUATE BECAUSE IT IS UNTIMELY**

23 Scientology seeks to compel further responses to Volumes VI  
24 and VII of Armstrong's deposition. <sup>1/</sup> As stated in Weil &

25 <sup>1</sup> Volume VI was taken on August 18, 1994. The  
26 transcription of the transcript was completed on August 30, 1994  
and is the subject of Questions 1, 2, 4, 5, and 6.

27 Volume VII was taken on August 19, 1994. The transcription  
of the transcript was completed on August 26, 1994 and is the  
28 subject of Questions 3, 7, 8 and 9.

1 Brown's Civil Procedure Before Trial (1994 The Rutter Group), §  
2 8:801, p. 8E-94,

3 **Time limit on motion:** The motion to compel must be  
4 "made no later than 60 days after the completion of the  
5 record of the deposition" (i.e. the transcript). [CCP §  
6 2025 (o) (emphasis added)]

7 Scientology's motion was filed on December 22, 1994, well  
8 beyond the time limit promulgated by section 2025 (o).

9 **II. SCIENTOLOGY'S SUBSTANTIVE JUSTIFICATIONS ARE INADEQUATE**  
10 **BECAUSE THE INFORMATION IT SEEKS IS CONSTITUTIONALLY**  
11 **PROTECTED AND IT HAS NOT MADE A SUFFICIENT SHOWING OF**  
12 **NEED TO OVERCOME THE CONSTITUTIONAL PROTECTIONS.**

13 **A. Armstrong's Conversations With**  
14 **Others Pertaining To Scientology**

15 **1. Armstrong Was Justified In Refusing To Respond**  
16 **To Questions Regarding Matters Pertaining To**  
17 **Scientology Subsequent To The Date Of The**  
18 **Settlement Contract.**

19 Mr. Hertzberg asked Gerald Armstrong about the "determination  
20 by the Internal Revenue Service that certain Church of Scientology  
21 entities were entitled to exception under 5013 of the Internal  
22 Revenue Code" (Vol. VI at 721:21-25) in the Fall of 1993. <sup>2/</sup>  
23 Armstrong talked to a number of people regarding the IRS  
24 determination, but upon his counsel's instruction refused to  
25 answer on the grounds of associational privacy and lack of  
26 relevance. <sup>3/</sup>

27 The settlement contract forbids Armstrong from discussing the  
28 knowledge of Scientology that he gained while he was enslaved to

---

29 <sup>2</sup> The IRS ruling was the subject of various articles  
30 reported in the press. See articles collected in Ex. A, submitted  
31 in support of this opposition.

32 <sup>3</sup> In order for the Court to have the benefit of the  
33 context of this part of Armstrong's deposition, see Armstrong  
34 deposition pp. 720-726 at Ex. B hereto. The objection is stated  
35 and discussed at 725:10-726:13.

1 that organization <sup>4/</sup> as well as his experience of having been so  
2 enslaved. (Ex. A to motion, ¶ 7-D) The contract does not forbid  
3 Armstrong from discussing matters pertaining to Scientology that  
4 are public knowledge. <sup>5/</sup>

5 Such information is beyond the permissible scope of  
6 discovery. It does not pertain to any matter covered by the  
7 settlement contract and thus, is not relevant to the subject  
8 matter of the litigation, and is not reasonably calculated to lead  
9 to the discovery of admissible evidence. (C.C.P. § 2017)  
10 Scientology cannot use the settlement contract as a means of  
11 intruding upon matters concerning which it would like to add to  
12 its intelligence files, <sup>6/</sup> but that have nothing to do with this

---

13 <sup>4</sup> Scientology will object to the term "enslave" by no  
14 doubt asserting that it is a genuine religious organization. Judge Breckenridge, however, supports this characterization. He  
15 stated: "[Armstrong] gave up formal education, one-third of his  
16 life, money and anything he could give in order to further the  
17 goals of Scientology, goals he believed were based upon the truth,  
18 honesty, integrity of Hubbard and the Organization." Ex. C,  
19 Appendix at 1:1-11. "Each of [Armstrong's witnesses at trial]  
20 literally gave years of his or her life in support of a man, LRH,  
21 and his ideas. Each has manifested a waste and loss or  
22 frustration which is incapable of description... [E]ach is still  
23 bound by the knowledge that the Church has in its possession his  
24 or her most inner thoughts and confessions, all recorded in "pre-  
25 clear (P.C.) folders" or other security files of the organization,  
26 and that the Church or its minions is fully capable of  
27 intimidation or other physical or psychological abuse if it suits  
28 their ends. The record is replete with evidence of such abuse."  
Ex. C at 7:23-86

23 <sup>5</sup> Indeed, the very person named "Wayne Garcia" to whom  
24 Armstrong spoke regarding the settlement between the IRS and  
25 Scientology is a reporter for the St. Petersburg Times in Florida.  
(Ex. B, Vol. VI 720:17-721:2)

26 <sup>6</sup> For a long time courts and commentators have recognized  
27 that an essential component of the Scientology organization  
28 involves Intelligence and Covert operations. Judge Sterrett  
recognized that the purpose Scientology's Operation Search and  
Destroy "was to identify organizations and individuals furnishing  
(continued...)

1 lawsuit.

2 Armstrong's right to First Amendment associational privacy  
3 also prevents Scientology from engaging in its intelligence  
4 gathering effort. In Hart v. Cult Awareness Network (1993) 13  
5 Cal.App.4th 777 Scientology sued the Cult Awareness Network <sup>7/</sup> on  
6 the ground that CAN's exclusion of Scientologists from its  
7 membership violated the Unruh Civil Rights Act. (Civil Code § 51)  
8 The court of appeal found that CAN membership "is only open to  
9 families and former members of destructive groups and others  
10 committed to exposing these groups" (Id at 788) and held as  
11

12 <sup>6</sup>(...continued)  
13 information to the IRS and secure information about them covertly  
14 and overtly could be used to "Dead Agent" them. This plan appears  
15 to be a continuation of an earlier program since the Intelligence  
16 Bureau of the Guardian Office was already in possession of files  
17 taken from organizations providing information to the IRS. Care  
18 was to be taken to prevent the Church of Scientology from being  
19 connected to the covert component of the operation." (Church of  
20 Scientology of California v. Commissioner of Internal Revenue  
21 (1984) 83 U.S. Tax Ct. 381, 434-435; see also U.S. v. Heldt (1981)  
22 668 F.2d 1238, 1241-1242, 1247 [Scientologists convicted of "plan  
23 to "identify, locate and obtain by various illegal means certain  
24 documents in possession of the United States which related to  
25 Scientology, and their efforts thereafter to obstruct justice by  
26 thwarting Government's investigation of its criminal activities"  
27 and perjury; "covert operations to steal government documents  
28 pertaining to Scientology and a conspiracy to obstruct justice in  
connection with those operations." "The Guardian's Office is  
charged with the protection of Scientology.")

The Guardian's Office has been renamed as the "Office of  
Special Affairs" which continued to run covert operations."  
(Declaration of [personal participant] Vicki Aznaran, May 31,  
1988, at ¶¶ 4-9; Declaration of Robert Vaughn Young, October 25,  
1993, at ¶¶ 90-91, pp. 41-42) It has run operations against  
Gerald Armstrong and his former attorney, Michael Flynn.  
(Declaration of Vicki Aznaran, July 19, 1990, at pp. 8, 13)

<sup>7</sup> The Cult Awareness Network (CAN) is a nonprofit  
organization whose "purpose is to educate the public about the  
harmful effects of mind control as practiced by destructive cults  
and about the unethical or illegal practices they employ." (Hart,  
13 Cal.App.4th at 782) In Hart, Scientology unsuccessfully sued  
it for refusing Scientologists the right of membership in CAN.



1 follows:

2 CAN-LA is a well-defined subgroup [citation] whose  
3 membership is highly restricted and selective, based  
4 upon shared opinions, thoughts and concerns with respect  
5 to 'destructive cults.' This type of group is to be  
6 contrasted to the Rotary Club, whose purpose 'is to  
7 produce an inclusive, not exclusive, membership ...  
8 Thus, on the broad range of human relationships that may  
9 make greater or lesser claims to constitutional  
10 protection from particular incursions by the State  
11 [citation], the relationship between the members of CAN-  
12 LA, objectively assessed, primarily involves the  
13 intimate personal concerns and activities deserving of a  
14 high level of constitutional protection. Accordingly,  
15 CAN-LA possesses the distinctive characteristics which  
16 entitle its membership decisions to constitutional  
17 protection.

18 (Id. at 788-789)

19 In Roberts v. United States Jaycees (1984) 468 U.S. 609, 622,  
20 our highest court affirmed:

21 An individual's freedom to speak, to worship, and to  
22 petition the government for the redress of grievances  
23 could not be vigorously protected from interference by  
24 the State unless a correlative freedom to engage in a  
25 group effort toward these ends were not also guaranteed.  
26 [Citation.] According protection to collective effort  
27 on behalf of shared goals is especially important in  
28 preserving political and cultural diversity and in  
shielding dissident expression from suppression by the  
majority. [Citation.] Consequently, we have long  
understood as implicit is the right to engage in  
activities protected by the First Amendment a  
corresponding right to associate with others in pursuit  
of a wide variety of political, social, economic,  
educational, religious and cultural ends.

There is no question where Gerald Armstrong stands with  
respect to his view that the cultic inequities practiced by  
Scientology are an abomination to God and to all right-thinking  
people and that he seeks to share the reasons underlying this view  
with others, including members of CAN. Indeed, Scientology's 13th  
cause of action is predicated on Armstrong's giving a videotaped  
interview at a CAN Convention. (Ex. E in Support of Motion at p.

1 19) <sup>8/</sup>

2 An additional value supporting Armstrong's objection based on  
3 associational privacy has been established as a bulwark of  
4 constitutional jurisprudence for almost 40 years. In NAACP v.  
5 Alabama (1958) 357 U.S. 449 the State sought and the trial court  
6 ordered production of records showing NAACP's members and agents.  
7 Despite a finding of civil contempt, the NAACP refused to produce  
8 its membership lists. The high court held that the membership  
9 lists did not have to be disclosed. It stated:

10 Effective advocacy of both public and private  
11 points of view, particularly controversial ones, is  
12 undeniably enhanced by group association, as this Court  
13 has more than once recognized by remarking upon the  
14 close nexus between freedoms of speech and assembly.  
15 [Citations.] ... It is hardly a novel perception that  
16 compelled disclosure of affiliation with groups engaged  
17 in advocacy may constitute as effective a restraint on  
18 freedom of association as the forms of governmental  
19 action as the cases above were thought to produce upon  
20 the particular constitutional rights there involved.  
21 The Court has recognized the vital relationship between  
22 freedom to associate and privacy in one's associations.  
23 ... A requirement that adherents of particular religious  
24 faiths or political parties were identifying arm-bands,  
25 for example, is obviously of this nature. Compelled  
26 disclosure of membership in an organization engaged in  
27 advocacy of particular beliefs is of the same order.  
28 Inviolability of privacy in group association may in  
many circumstances be indispensable to preservation of  
freedom of association, particularly where a group  
espouses dissident beliefs.

(Id. at 460-462; Britt v. Superior Court (1978) 20 Cal.3d 844,  
852-853) "One of the principal purposes of the constitutional  
protection afforded to associational privacy is to free an

---

<sup>8</sup> The 13th cause of action at ¶ 81 illustrates  
Scientology's compulsion to project filth on all things which it  
cannot dominate and control. It describes CAN an "an anti-  
religious group whose members advocate the kidnapping and  
'deprogramming' of persons belonging to groups which they label  
'cults.'"

1 individual to follow the dictates of his conscience by ensuring  
2 that he not 'avoid any ties simply because they might displease  
3 those who control his personal or professional destiny.' (See  
4 Lamont v. Postmaster General (1965) 381 U.S. 301, 307." (Id. at  
5 864)

6 Also of tremendous significance to Armstrong's objection of  
7 associational privacy is the fact that Scientology considers him  
8 to be Fair Game. Fair Game is the policy to be enforced against  
9 "enemies" of Scientology or "suppressive persons." According to  
10 Scientology's Fair Game Policy, such persons upon whom it is  
11 imposed, "[m]ay be deprived of property or injured by any means by  
12 any Scientologist without any discipline of the Scientologist. May  
13 be tricked, sued or lied to or destroyed." (Allard v. Church of  
14 Scientology of California (1976) 58 Cal.App.3d 439, 443, fn. 1)  
15 It is a judicially recognized fact that Scientology practices Fair  
16 Game against Armstrong. (Church of Scientology of California v.  
17 Armstrong (1991) 232 Cal.App.3d 1060, 1067) [Defendant Armstrong  
18 declared suppressive person, labelled an enemy of the church and  
19 subjected to fair game policy.]

20 Thus, Armstrong and his friends and those with whom he shares  
21 his views, as with the NAACP, are "exposed ... to economic  
22 reprisal, loss of employment, threat of physical coercion, and  
23 other manifestations of ... hostility." (NAACP v. Alabama, supra,  
24 357 U.S. at 462.

25 Under these circumstances, we think it apparent that  
26 compelled disclosure of petitioner's Alabama membership  
27 is likely to affect adversely the ability of petitioner  
28 and its members to pursue their collective effort to  
foster beliefs which they admittedly have the right to  
advocate, in that it may induce members to withdraw from  
the Association and dissuade others from joining it

1 because of fear of exposure of their beliefs shown their  
2 associations and the consequences of this exposure.

3 (Id. at 462-463)

4 The right of associational privacy is not absolute and under  
5 some circumstances disclosure may be compelled. (Britt, 20 Cal.3d  
6 at 855) Because of the constitutional interests at stake,  
7 however, private associational affiliations and activities such as  
8 those at issue here, "are presumptively immune from inquisition."

9 (Ibid; Sweezy v. New Hampshire (1957) 354 U.S. 234, 265-266)

10 Thus, Scientology bears the burden of demonstrating the  
11 justification for compelling disclosure.

12 ... the cases make clear in this context [Scientology's]  
13 burden is a particularly heavy one: "[T]o justify any  
14 impairment, there must be present [a] 'compelling state  
15 interest ... [which] justifies the substantial  
16 infringement of ... First Amendment rights. It is basic  
17 that no showing or merely a rational relationship to  
18 some colorable state interest would suffice; in this  
19 highly sensitive constitutional area "[o]nly the gravest  
20 abuses, endangering paramount interests, give occasion  
21 for permissible limitation." [Citations.]'" [¶]  
22 Finally, the decisions established that not only must  
23 disclosure serve a "compelling" state purpose, but that  
24 such "purpose cannot be pursued by means that broadly  
25 stifle fundamental personal liberties when the end can  
26 be more narrowly achieved. [Citation.] ... Even when a  
27 compelling state purpose is present, restrictions on the  
28 cherished freedom of association ... must be drawn with  
narrow specificity ... Precision of [compelled  
disclosure] is required so that the exercise of our most  
precious freedoms will not be unduly curtailed except to  
the extent necessitated by legitimate governmental  
objective.

23 (Britt, 20 Cal.3d at 855-856)

24 Scientology has not offered an adequate justification to make  
25 Armstrong's First Amendment interests give way (not to mention  
26 those of third parties whom Scientology will haul into deposition  
27 not because Scientology needs the information for this lawsuit but  
28 because it will punish such individuals for affiliating with

1 Armstrong). Simply because Scientology has sued Armstrong does  
2 not mean that his First Amendment rights fall away. Scientology  
3 must make a showing that its need for the sought information is  
4 critical.

5 When such associational activities are directly relevant  
6 to plaintiff's claims, and disclosure of plaintiff's  
7 affiliations is essential to a fair resolution of the  
8 lawsuit, a trial court may properly compel such  
9 disclosure. [Citation.] Even under such circumstances,  
however, the general First Amendment principles noted  
above dictate that the compelled disclosure be narrowly  
drawn to assure maximum protection of the constitutional  
interests at stake.

10 (Id., 20 Cal.3d at 859) Thus, the "firmly established  
11 constitutional precepts" recognized in Britt "cannot be ignored  
12 merely because the issue of compelled disclosure arises in the  
13 context of litigation discovery." (Id. at 864) Since "disclosure  
14 of confidential associational affiliations and activities must be  
15 justified by a compelling state interest and must be precisely  
16 tailored to avoid undue infringement of constitutional rights"  
17 (Ibid.), and Scientology has shown no need other than a desire to  
18 engage in "wide-ranging discovery" (Id. at 865) that is  
19 insensitive to Armstrong's constitutional concerns, it fails to  
20 sustain its burden.

21 If the Court were to rule in favor of disclosure, Armstrong  
22 requests that the names of all third parties be disclosed only in  
23 in camera proceedings (Valley Bank v. Superior Court (1975) 15  
24 Cal.3d 652, 656) or that only partial disclosure be ordered which  
25 would protect the identities of those to whom Armstrong has  
26  
27  
28

1 spoken. (Id. at 658) <sup>9/</sup>

2           **2.    Armstrong's Refusal To Answer Scientology's**  
3           **Questions Regarding To Whom Armstrong Has**  
4           **Talked Regarding His Experiences As A**  
5           **Scientologist And To Whom He Furnished**  
6           **A Copy Of A Manuscript Is Protected By His**  
7           **Right To Associational Privacy And Is Not**  
8           **Needed For Scientology To Prove Its Case**

6           When Scientology asked Armstrong to disclose to whom he has  
7 "broadly" spoken regarding his experiences in Scientology, he  
8 refused to answer based upon associational privacy. Likewise,  
9 when Scientology asked him to whom he has given his manuscript  
10 entitled "One Hell Of A Story," his response was the same.

11           The same arguments set forth above apply to these questions  
12 as well.

13           **B.    Questions Pertaining To Employment By Greene**

14           **1.    Discussions Of Exhibits**  
15           **In Anti-Scientology Litigation**

16           Scientology wants the court to order Armstrong to state what  
17 he and Greene, an attorney, discussed with respect to the  
18 substance of an opposition in a case where Greene represented  
19 litigants who were suing Scientology. <sup>10/</sup> Specifically,  
20 Scientology wants to know whether Armstrong and Greene discussed  
21 particular exhibits that should be included in the papers that  
22 Greene was preparing.

23 \_\_\_\_\_  
24           <sup>9</sup> Armstrong has freely disclosed the identities of persons  
25 in the Press with whom he has communicated as well as persons and  
26 entities involved in Scientology litigation. What he seeks to  
27 protect is the identity of persons with whom he shares private  
28 associational interests regarding the fact that Scientology is a  
cult which employs mind control and other unethical practices.

27           <sup>10</sup> Greene represented Vicki and Richard Aznaran who were  
28 plaintiffs in a lawsuit against Scientology. (Ex. B, at Vol. VI,  
634:17-637:11)

1           Such material is subject to the attorney work product  
2 privilege. (C.C.P. § 2018) Just as writings which contain an  
3 attorney's impressions, conclusions and opinions are absolutely  
4 protected from discovery (C.C.P. § 2018 (c)), so the protection is  
5 extended to oral communications that are ultimately reduced to  
6 writing. (Lasky, Haas, Cohler & Munter v. Superior Court (Getty)  
7 (1985) 172 Cal.App.3d 264, 286)

8           Moreover, tactical information, such as what testimony is to  
9 be given (or what documents are to be used) is entitled to  
10 qualified work product protection. (City of Long Beach v.  
11 Superior Court (1976) 64 Cal.App.3d 65, 73) Scientology doesn't  
12 need this information. Its position is that the mere fact of  
13 Armstrong's employment by Greene violates the contract. (Ex. E to  
14 motion at pp. 8-9 [Third Cause of Action] The fact of  
15 Armstrong's employment is obvious, and if a breach, sufficient for  
16 Scientology's purposes in the instant lawsuit. Thus, discovery of  
17 attorney work product will not lead to admissible evidence.  
18 (C.C.P. § 2018) Even if it did, Scientology is unable to overcome  
19 the balancing required by Britt and discussed above.

20                   **2. Armstrong's Employment Agreement And Pay Rate**

21           Scientology wants an order compelling Armstrong to disclose  
22 his employment agreement with Greene, and how much he is paid. As  
23 stated above, the third cause of action of the complaint alleges  
24 that Armstrong's employment by Greene constitutes a breach of the  
25 settlement contract. From the outset of his employment, Armstrong  
26 has never sought to hide this fact from Scientology. See, e.g.,  
27 Exhibit D, letters from Armstrong to Scientology attorney Eric  
28 Lieberman. As stated in the complaint, it is the employment that

1 is alleged to be the breach. Knowing the terms of Armstrong's  
2 employment or how much he is paid adds nothing to Scientology's  
3 claim, while disclosure of the same would violate the privacy not  
4 only of Armstrong, but also of Greene, who is not a party to this  
5 litigation.

6 Even highly relevant, nonprivileged information may be  
7 shielded from discovery if its disclosure would impair an  
8 individual's "inalienable right of privacy" provided by the  
9 California Constitution, Article 1, section 1. (Britt, 20 Cal.3d  
10 at 852) The right to privacy is also protected by the United  
11 States Constitution. (Griswold v. Connecticut (1965) 381 U.S.  
12 479, 484; Palay v. Superior Court (1993) 18 Cal.App.4th 919, 931-  
13 932)

14 Armstrong's right to privacy extends to his confidential  
15 financial affairs, even if relevant to the litigation. (Cobb v.  
16 Superior Court (1979) 99 Cal.App.3d 543) Scientology simply has  
17 no need to probe into Armstrong's financial affairs in relation to  
18 his employment by Greene. Likewise, Armstrong's employment  
19 agreement impinges on Armstrong's confidential personnel files  
20 which are protected. (Board of Trustees v. Superior Court (1981)  
21 119 Cal.App.3d 516)

22 Armstrong's agreement with Greene and how much Greene pays  
23 him are simply not relevant to this litigation. What is relevant  
24 is the fact of Armstrong's employment by Greene and there is no  
25 question about that.

26 ///

27 ///

28 ///



1           C.    Questions About FACT Violate The First Amendment

2           Scientology wants to question Armstrong about his  
3 conversations with Lawrence Wollersheim <sup>11/</sup> about the founding of  
4 the corporation Fight Against Coercive Tactics (FACT). Like the  
5 Cult Awareness Network, FACT is dedicated to the exposure of the  
6 coercive tactics employed by Scientology and other cults. <sup>12/</sup>

7           Thus, the content of Armstrong's conversations with  
8 Wollersheim in furtherance of FACT purposes and objectives are the  
9 subject of protection provided by the principles of associational  
10 privacy discussed above.

11           Armstrong, in fact, provided substantial testimony, including  
12 the identification of documents Armstrong provided to FACT <sup>13/</sup> to

13 \_\_\_\_\_  
14           <sup>11</sup> Like Armstrong, Wollersheim is one of the few  
15 individuals who has possessed the endurance to withstand  
16 Scientology's assaults long enough to beat them in litigation.  
17 Wollersheim sued Scientology for personal injuries resulting from  
18 the practice of Fair Game and other Scientological policies,  
19 winning a \$30 million jury verdict. Although reduced by the court  
20 of appeal to \$2.5 million (Wollersheim v. Church of Scientology  
21 (1989) 212 Cal.App.3d 872), the court recognized that  
22 Scientology's practice of Fair Game "in purpose and effect" is  
23 "parallel" to the Christian inquisition in medieval times inasmuch  
24 as both involved "neutraliz[ing] the heretic by stripping this  
25 person of his or her economic, political and psychological power."  
26 (Id. at 888)

27           <sup>12</sup> As set forth at p. 45 of Exhibit K in support of the  
28 motion, FACT seeks to educate the public about "coercive  
psychological systems." Furthermore, it states: "Scientology is  
widely regarded by experts as the most dangerous and destructive  
of the groups currently using coercive psychological systems..It  
is also the group which F.A.C.T.'s current personnel know best  
from firsthand experience. For these reasons the first large body  
of information in F.A.C.T.'s database inevitably will be what we  
have already accumulated about Scientology. [¶] We start from  
what we know, but this does not mean that F.A.C.T.'s interest is  
confined to or focused upon Scientology or any other group. Our  
concern is the danger to human rights posed by coercive  
psychological systems in whatever context they may appear."

<sup>13</sup> See pp. 919-934 of Vol. VII of Armstrong's deposition.  
(Ex.B)

1 Scientology regarding FACT as pertains to 18th cause of action of  
2 the complaint. (Ex. E in support of motion at pp. 23-25)

3 Again, Scientology has not demonstrated any specific and  
4 narrow need for the information it seeks. As with the other  
5 categories, Armstrong has not refused to provide all information,  
6 he has refused to provide protected information. Scientology does  
7 not need such protected information to prove its lawsuit. It does  
8 need such information for its intelligence activities in  
9 furtherance of the Fair Game actions against its enemies. The  
10 legal system cannot be used for that nefarious purpose.

11 **III. CONCLUSION**

12 Based upon the foregoing arguments, Armstrong respectfully  
13 submits that the motion should be denied.

14 DATED: January 20, 1995

HUB LAW OFFICES

15  
16  
17 By: 

FORD GREENE  
Attorney for Defendants  
GERALD ARMSTRONG  
and THE GERALD ARMSTRONG  
CORPORATION

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DEFENDANT GERALD ARMSTRONG'S OPPOSITION TO MOTION TO COMPEL FURTHER DEPOSITION RESPONSES; DECLARATION OF FORD GREENE RE DEFENDANT GERALD ARMSTRONG'S OPPOSITION TO MOTION TO COMPEL FURTHER DEPOSITION RESPONSES; DECLARATION OF GERALD ARMSTRONG

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

MICHAEL WALTON, ESQ.  
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- (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
- (Personal) I caused said papers to be personally service on the office of opposing counsel.
- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: January 20, 1995

